

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

MARTIN J. WALSH,
SECRETARY OF LABOR,
UNITED STATES DEPARTMENT OF LABOR,

Plaintiff,

v.

**1ST ADULT & PEDIATRICS
HEALTHCARE SERVICES INC.,
CAROLYN BRYANT-TAYLOR, and
KAFOMDI JOSEPHINE OKOCHA,**

Defendants.

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) Civil Action No. 1:22-cv-1032 (TSE/WEF)

CONSENT JUDGMENT

Plaintiff, Secretary of Labor, United States Department of Labor, hereinafter referred to as “Plaintiff” or “the Secretary,” has filed his Complaint alleging violations of the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, et seq. (hereinafter “the Act”). Defendants named above, hereinafter referred to as “Defendants” or “Employers,” have appeared by counsel, waive any defense which they may have and hereby agree to the entry of this Consent Judgment without contest. It is, therefore, upon joint motion of the parties and for cause shown:

ORDERED, ADJUDGED, AND DECREED that Defendants, their officers, agents, servants, and all persons acting or claiming to act on their behalf and interest be, and they hereby are, permanently enjoined and restrained from violating the provisions of Sections 6, 7, 11(c), and 15 of the Act, in any manner, specifically:

1. Defendants shall not, contrary to Section 6 of the Act, pay to any of their employees who in any workweek are engaged in commerce or in the production of goods for commerce, or

employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, wages at rates less than those which are now, or which in the future may become, applicable under Sections 6 and 15(a)(2) of the Act.

2. Defendants shall not, contrary to Section 7 of the Act, employ any of their employees including, but not limited to, any of their employees working at 11130 Fairfax Boulevard, Suite 202, Fairfax, VA 22030, or at any business location owned, operated, and/or controlled by Defendants, and at any other business location at which their employees perform work, in any workweek when they are engaged in commerce or employed in an enterprise engaged in commerce, within the meaning of the Act, for workweeks longer than the hours now, or which in the future become, applicable under Sections 7 and 15(a)(2) of the Act, unless the said employees receive compensation for their employment in excess of the prescribed hours at a rate equivalent to one and one-half times the regular rates applicable to them.

3. Defendants shall not fail to make, keep, and preserve adequate records of their employees and of the wages, hours, and other conditions and practices of employment maintained by them including, but not limited to, any of their employees working at 11130 Fairfax Boulevard, Suite 202, Fairfax, VA 22030, or at any business location owned, operated, and/or controlled by Defendants, and at any other business location at which their employees perform work, as prescribed by the Regulations issued pursuant to Section 11(c) and 15(a)(5) of the Act and found at 29 C.F.R. Part 516.

4. Defendants shall not discharge or take any retaliatory action against any of their employees, whether or not directly employed by Defendants, because the employee engages in any of the following activities pursuant to Section 15(a)(3) of the Act:

- a. Discloses, or threatens to disclose, to a supervisor or to a public agency, any activity, policy, or practice of the Employers or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of the Act, or a rule or regulation promulgated pursuant to the Act;
- b. Provides information to, or testifies before, any public agency or entity conducting an investigation, hearing or inquiry into any alleged violation of the Act, or a rule or regulation promulgated pursuant to the Act, by the Employers or another employer with whom there is a business relationship;
- c. Objects to, or refuses to participate in any activity, policy or practice which the employee reasonably believes is in violation of the Act, or a rule or regulation promulgated pursuant to the Act.

It is further ORDERED, ADJUDGED and DECREED by the Court that:

5. Defendants are enjoined and restrained from withholding gross back wages in the sum total amount of \$834,782.49 and are jointly and severally liable for the payment of \$834,782.49 in liquidated damages, due certain employees and former employees of Defendants set forth and identified in Schedule A, which is attached hereto and incorporated herein.

6. Defendants shall pay gross back wages and liquidated damages in the total amount of \$1,669,564.98, for violations of the overtime provisions of the Act by Defendants that occurred during the period of June 30, 2019 through June 29, 2022 ("relevant period"). This amount shall represent the full extent of back wages and liquidated damages owed by Defendants for the relevant period to the employees set forth and identified on the attached Schedule A. It is further agreed that the overtime compensation and liquidated damage

payments by the Defendants in the amounts as specified above are in the nature of back wages and liquidated damages pursuant to the provisions of the Act.

7. Defendants shall pay the above referenced amounts in accordance with the installment agreement, including interest, detailed in Schedule B, which is attached hereto and incorporated herein. Payments made in accordance with the installment agreement shall be made as follows:

- a. For payments related to the back wages and liquidated damages, payments may be made online by ACH transfer, credit card, or debit card by going to <https://www.pay.gov/public/form/start/77689032> or www.pay.gov. Alternatively, payments may be made by a certified check, bank check, or money order made payable to “**Wage and Hour Division-Labor**,” and mailed to:

United States Department of Labor
Wage and Hour Division
Northeast Regional Office
1835 Market Street
19th Floor, Mailstop WHD/19
Philadelphia, PA 19103-2968

The check or money order shall bear the following reference: **Case ID# 1945198**.

- b. The Secretary, through the Wage and Hour Division, shall distribute the back wages (less any applicable federal taxes, withholdings, and deductions) and liquidated damages payments to the employees and former employees, or to their estates, as set forth in Schedule A. Schedule A will show for each individual the gross back pay due (subject to legal deductions), and liquidated damages. Any sums not distributed to the employees or former employees on Schedule A, or to their estates, because of inability to locate the proper persons or because of such persons' refusal to accept such sums, shall be deposited with the Treasurer of the

United States pursuant to 29 U.S.C § 216(c). Defendants shall remain responsible for all tax payments considered to be the “employer’s share,” including, but not limited to, FICA.

- c. A fifteen (15) calendar-day grace period shall be allowed for receipt of each payment that is required by this section and Schedule B of this Consent Judgment. If Defendants fail to make any payment set forth in Schedule B of this Consent Judgment within that fifteen (15) calendar-day grace period, all remaining installment payments shall become due immediately.

8. If Defendants fail to make the payments as set forth in Paragraphs 6–7 above, upon notice to the Defendants, the Court shall appoint a Receiver to effectuate all of the terms of this Consent Judgment. In the event a Receiver is appointed:

- a. Defendants shall cooperate with the Receiver in all respects, and shall provide to the Receiver any and all information which the Receiver may require to carry out its appointment and in accordance with the authority given to the Receiver pursuant to applicable law at the time of appointment.
- b. All the expenses of the accountant or Receiver shall be borne solely by the Defendants.
- c. If the Court appoints a Receiver, the Receiver shall serve until the payment of the monetary terms of this Judgment are satisfied.
- d. The Receiver shall have full authority to: collect the Defendants’ assets and report his/her findings to the Court and the parties; to redeem and/or liquidate the Defendants’ assets and turn over the proceeds to the Secretary; if the asset is a debt that is due, collect it and turn over the proceeds to the Secretary; to analyze

all indebtedness and where deemed appropriate seek restructuring; to analyze all transfers of the Defendants' assets; to prevent waste or fraud; and to do all acts and take all measures necessary or proper for the efficient performance of the duties under this Judgment.

9. Within thirty days of the entry of an order approving this Order, Defendants will provide the Wage and Hour Division with the current or last known address, telephone number, and social security number (or individual taxpayer identification number (if either are known)) of each individual identified on the attached Schedule A.

10. Neither Defendants nor anyone on their behalf shall directly or indirectly solicit or accept the return or refusal of any sums paid under this Consent Judgment. Any such amount shall be immediately paid to the Secretary for deposit as above, and Defendants shall have no further obligations with respect to such returned monies. If recovered wages have not been claimed by the employee or the employee's estate within three years of the entry of this Consent Judgment, the Secretary shall deposit such money with the Treasury in accordance with Section 16(c) of the Act.

11. The parties agree that the instant action is deemed to solely cover Defendants' business and operations for the relevant period for all claims raised in the Complaint as a result of the Secretary's investigation. The parties agree that the filing of this action and the provisions of this Judgment shall not, in any way, affect, determine, or prejudice any and all rights of any person specifically named on Schedule A or the Secretary for any period after June 29, 2022, or any persons, be they current or former employees, not specifically named on Schedule A, insofar as such rights are conferred and reserved to said employees by reason of Section 16(b) of the Act.

12. Defendants agree that they are employers within the meaning of Section 3(d) of the Fair Labor Standards Act, 29 U.S.C. § 203(d).

13. By entering into this Consent Judgment, Plaintiff does not waive his right to conduct future investigations of Defendants under the provisions of the FLSA and to take appropriate enforcement action, including assessment of civil money penalties pursuant to Section 16(e) of the FLSA, with respect to any violations disclosed by such investigations.


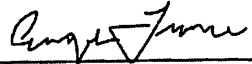

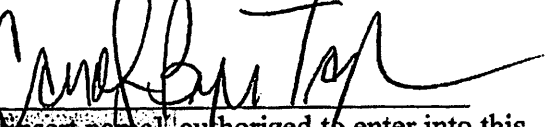
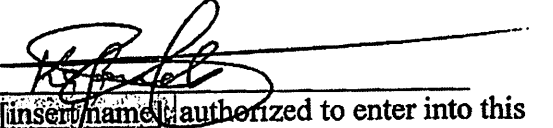
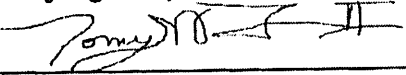
14. It is FURTHER ORDERED, ADJUDGED AND DECREED that each party shall bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding including, but not limited to, attorney fees which may be available under the Equal Access to Justice Act, as amended.

Date: _____

2/1/23


T.S. Ellis, III
UNITED STATES DISTRICT JUDGE

Respectfully submitted,

<p>For Plaintiff:</p> <p>Seema Nanda Solicitor of Labor</p> <p>Oscar L. Hampton III Regional Solicitor</p> <p>Samantha N. Thomas Deputy Regional Solicitor</p> <p>Channah S. Broyde Associate Regional Solicitor</p>  <p>By: Alejandro A. Herrera, <i>pro hac vice</i> admission Senior Trial Attorney U.S. Department of Labor Office of the Solicitor, Region III 1835 Market Street Mailstop SOL/22 Philadelphia, PA 19103 (215) 861-5136 (Phone) (215) 861-5162 (Fax) herrera.alejandro.a@dol.gov</p>  <p>Angela H. France, VSB 46862 U.S. Department of Labor Office of the Regional Solicitor 201 12th South Street, Suite 401 Arlington, VA 22202-5450 (202) 693-9359 (voice) (202) 693-9392 (fax) france.angela.h@dol.gov</p> <p><i>Attorneys for Plaintiff</i></p> <p>Dated: 01/31/2023</p>	<p>Defendants have appeared by counsel and herby consent to the entry of this Judgment.</p> <p>For the Employers 1st Adult & Pediatrics Healthcare Services Inc., Carolyn Bryant-Taylor, and Kafomdi Josephine Okocha.</p>  <p><u>[insert name and title here]</u>, authorized to enter into this agreement on behalf of Defendant 1st Adult & Pediatrics Healthcare Services Inc.</p>  <p><u>[insert name]</u>, authorized to enter into this agreement on behalf of Defendant Carolyn Bryant-Taylor</p>  <p><u>[insert name]</u>, authorized to enter into this agreement on behalf of Defendant Kafomdi Josephine Okocha</p> <p>As to form and for purposes of submission only (the Undersigned is not a party to the above judgment):</p>  <p>Tony W. Torain, II (VSB 92743) Polsinelli PC 1401 Eye Street NW, Suite 800 Washington, DC 20005 Telephone: (202) 783-3300 Email: twtorain@polsinelli.com</p> <p><i>Attorney for Defendants</i></p> <p>Dated: 1/30/2023</p>
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SCHEDULE A

First Name	Last Name	Back Wages	Liquidated Damages	Total
OMOSHOLA	ADESUYI	\$475.00	\$475.00	\$ 950.00
FADUMO	AHMED	\$41,347.68	\$41,347.68	\$82,695.36
DEBORAH	AKINWUMI	\$9,400.00	\$9,400.00	\$18,800.00
BIHAR	ALHARBI	\$528.00	\$528.00	\$1,056.00
BRYAN	AMSPACHER	\$42.00	\$42.00	\$ 84.00
HINA	ANWAR	\$11,916.00	\$11,916.00	\$23,832.00
TIRFENESH	ASMELASH	\$3,987.50	\$3,987.50	\$7,975.00
JULIE	ASOH	\$432.00	\$432.00	\$ 864.00
URSULA	ASOMUSHA	\$8.40	\$8.40	\$ 16.80
JUDITH	AWACHEK	\$1,531.73	\$1,531.73	\$3,063.46
EBELE	AZONUCHE	\$4,934.00	\$4,934.00	\$9,868.00
TALEAHA	BABINSKI	\$6,126.45	\$6,126.45	\$12,252.90
BINTA	BAKARR	\$40.50	\$40.50	\$ 81.00
ROBIN	BAKER	\$1,603.08	\$1,603.08	\$3,206.16
EMMANUEL	BANNERMAN	\$9,403.75	\$9,403.75	\$18,807.50
FATA	BARRIE	\$298.12	\$298.12	\$ 596.24
GINGER	BEATLEY	\$499.50	\$499.50	\$ 999.00
BARBARA	BECKOM	\$2,407.62	\$2,407.62	\$4,815.24
MICHELLE	BIVANS	\$445.50	\$445.50	\$ 891.00
AUDREY	BOLDEN	\$2,527.00	\$2,527.00	\$5,054.00
DORIAN	BRADFORD	\$536.25	\$536.25	\$1,072.50
ASHLEY	BROWN	\$8,394.30	\$8,394.30	\$16,788.60
JAMIE	BROWN	\$4,968.64	\$4,968.64	\$9,937.28
LISA	BROWN-SINDLINGER	\$1,161.44	\$1,161.44	\$2,322.88
MARY	BRYANT	\$550.00	\$550.00	\$1,100.00
DEBRA	BURROUGHS	\$340.00	\$340.00	\$ 680.00
FATOUMATA	CAMARA	\$1,016.72	\$1,016.72	\$2,033.44
DOROTHY	CAMPBELL	\$1,168.20	\$1,168.20	\$2,336.40
CHARDONAY	CARRINGTON	\$362.98	\$362.98	\$ 725.96
ASHLEY	CARTER	\$115.50	\$115.50	\$ 231.00
NEVAEH	CARTER	\$1,980.00	\$1,980.00	\$3,960.00
SHANA	CARTER	\$3,084.00	\$3,084.00	\$6,168.00
AL-NISSA	CEPHUS	\$45.54	\$45.54	\$ 91.08
BARBARA	CHANDLER	\$44.00	\$44.00	\$ 88.00
IMANI	CHEATHAM	\$22.00	\$22.00	\$ 44.00

First Name	Last Name	Back Wages	Liquidated Damages	Total
CHIOMA	CHILAKA	\$2,927.30	\$2,927.30	\$5,854.60
KHALEDA	CHOWDHURY	\$3,654.30	\$3,654.30	\$7,308.60
DONNA	CLINEDINST	\$650.75	\$650.75	\$1,301.50
ANNIE	COLEMAN	\$132.50	\$132.50	\$ 265.00
KEELY	CONLEY	\$2,794.50	\$2,794.50	\$5,589.00
JOSEPH	CONTEH	\$1,387.50	\$1,387.50	\$2,775.00
CHAREE	COSTON	\$97.75	\$97.75	\$ 195.50
PAMELA	CRAIGHEAD	\$2,567.25	\$2,567.25	\$5,134.50
DAWN	CROCK	\$42.00	\$42.00	\$ 84.00
TWANDA	CROMITIE	\$96.00	\$96.00	\$ 192.00
PATRICIA	CROOMS	\$527.40	\$527.40	\$1,054.80
YVONNE	CRUZ	\$10,882.30	\$10,882.30	\$21,764.60
MAYA	DACONCRICAO	\$267.50	\$267.50	\$ 535.00
GEORGINA	DARKO	\$26.00	\$26.00	\$ 52.00
TAWANA	DAVIS	\$78.00	\$78.00	\$ 156.00
ELIZABETH	DAYEBA	\$2,378.75	\$2,378.75	\$4,757.50
TRYPHENA	DEBRUHL	\$1,181.25	\$1,181.25	\$2,362.50
ASSETOU	DIALLO	\$330.00	\$330.00	\$ 660.00
MARIA	DIAZ OSORTO	\$19,763.00	\$19,763.00	\$39,526.00
REBECCA	DODSON	\$61.75	\$61.75	\$ 123.50
ANGELA	DOLAN	\$13.00	\$13.00	\$ 26.00
RICHARD	DONKOR	\$11,537.50	\$11,537.50	\$23,075.00
RAMONA	DOVER	\$115.50	\$115.50	\$ 231.00
AURA	DURAN	\$87.50	\$87.50	\$ 175.00
ERIC	DUTTON	\$390.22	\$390.22	\$ 780.44
LINDA	ELLIS	\$367.00	\$367.00	\$ 734.00
HEATHER	ENDRES	\$5,686.88	\$5,686.88	\$11,373.76
MAGDELINE	ENOWNYAKET	\$156.00	\$156.00	\$ 312.00
SANDRA	EVERHART	\$90.00	\$90.00	\$ 180.00
CHADWARD	FALLS	\$336.00	\$336.00	\$ 672.00
JUDITH	FALLS	\$48.00	\$48.00	\$ 96.00
RHEA	FALLS	\$190.08	\$190.08	\$ 380.16
NEDRA	FERGUSON	\$933.48	\$933.48	\$1,866.96
BERTHE	FEUZEU	\$10,150.00	\$10,150.00	\$20,300.00
THURAYYAA	FLOWERS	\$132.00	\$132.00	\$ 264.00
LESLEY	FRAKER	\$200.68	\$200.68	\$ 401.36
KATHLEEN	GALLIGAN	\$150.00	\$150.00	\$ 300.00
YEWBENSH	GEBRE	\$161.00	\$161.00	\$ 322.00

First Name	Last Name	Back Wages	Liquidated Damages	Total
TIZITA	GETAHUN	\$12,430.62	\$12,430.62	\$24,861.24
TAMMY	GRASSO	\$195.50	\$195.50	\$ 391.00
VALERIE	GRZESIKOWSKI	\$810.00	\$810.00	\$1,620.00
DANIELA	GUERRERO	\$6,733.00	\$6,733.00	\$13,466.00
ANGELA	GUICE	\$46.00	\$46.00	\$ 92.00
ANGELA	HAMILTON	\$90.00	\$90.00	\$ 180.00
ALICIA	HARDLY	\$367.50	\$367.50	\$ 735.00
ARLETHEA	HARRIS	\$33.00	\$33.00	\$ 66.00
ELIZABETH	HARRIS	\$22.00	\$22.00	\$ 44.00
RASHEENA	HARRIS	\$6,220.72	\$6,220.72	\$12,441.44
WENDY	HERNANDEZ	\$3,441.26	\$3,441.26	\$6,882.52
FELICIA	HIGGANS	\$12,256.41	\$12,256.41	\$24,512.82
CATHERINE	HUGGINS	\$9,778.49	\$9,778.49	\$19,556.98
ELIZABETH	ILOME	\$143.00	\$143.00	\$ 286.00
JEMILYN	JABASA	\$1,131.00	\$1,131.00	\$2,262.00
ZOHRA	JABOURI-MALIK	\$9,187.00	\$9,187.00	\$18,374.00
ADRIANA	JACKSON	\$208.00	\$208.00	\$ 416.00
LORRAINE	JACKSON	\$36,798.06	\$36,798.06	\$73,596.12
TRINAMARIE	JACKSON	\$732.00	\$732.00	\$1,464.00
CHERVELLE	JACOBS	\$10.00	\$10.00	\$ 20.00
OMAR	JAWARA	\$2,895.75	\$2,895.75	\$5,791.50
GABRIEL	JENKINS	\$223.25	\$223.25	\$ 446.50
ADAMA	JOHNSON	\$780.00	\$780.00	\$1,560.00
VALERIE	JOHNSON	\$378.00	\$378.00	\$ 756.00
LATORYA	JONES	\$9,715.75	\$9,715.75	\$19,431.50
SYLVIA	JONES	\$13.50	\$13.50	\$ 27.00
DOUGLAS	JUDKINS	\$200.00	\$200.00	\$ 400.00
SERAY	KABBA	\$21,766.00	\$21,766.00	\$43,532.00
ALICE	KABIA	\$105.95	\$105.95	\$ 211.90
OSAINATU	KAMARA	\$6,022.51	\$6,022.51	\$12,045.02
RAMATU	KAMARA	\$1,263.00	\$1,263.00	\$2,526.00
RHABIATU	KAMARA	\$15,044.50	\$15,044.50	\$30,089.00
ANTHONY	KANU	\$1,760.00	\$1,760.00	\$3,520.00
ANNMAIRE	KARGBO	\$322.00	\$322.00	\$ 644.00
KADI	KARGBO	\$600.00	\$600.00	\$1,200.00
FAITH	KARIM	\$2,156.00	\$2,156.00	\$4,312.00
HANNAH	KARIM	\$2,860.00	\$2,860.00	\$5,720.00

First Name	Last Name	Back Wages	Liquidated Damages	Total
YVONNE	KENNEDY	\$583.70	\$583.70	\$1,167.40
JOYCE	KIYEMBA	\$350.75	\$350.75	\$ 701.50
TAMMY	LAURENT	\$9,546.00	\$9,546.00	\$19,092.00
JACOB	LINKOUS	\$6,916.64	\$6,916.64	\$13,833.28
JILL	MACNEIL	\$5,117.50	\$5,117.50	\$10,235.00
JANICE	MARTIN	\$2,554.50	\$2,554.50	\$5,109.00
HALEY	MAYES	\$371.25	\$371.25	\$ 742.50
DANIELLE	MAYO	\$2,299.00	\$2,299.00	\$4,598.00
MARY	MCINTURFF	\$13,912.25	\$13,912.25	\$27,824.50
ANNIE	MOORE	\$3,990.62	\$3,990.62	\$7,981.24
JACQUELINE	MOORE	\$1,186.50	\$1,186.50	\$2,373.00
SHARIE	MOORE	\$16.50	\$16.50	\$ 33.00
MAUREEN	MOSS	\$1,989.00	\$1,989.00	\$3,978.00
KHADISAY	MUKHNI	\$598.00	\$598.00	\$1,196.00
TIFFANY	NELSON	\$165.00	\$165.00	\$ 330.00
MARIAN	NUR	\$4,384.02	\$4,384.02	\$8,768.04
CHINWE	NWOYE	\$864.00	\$864.00	\$1,728.00
ROLANDE	OBEI	\$825.00	\$825.00	\$1,650.00
CIERRA	OBENCHAIN	\$176.00	\$176.00	\$ 352.00
UCHENNA	OFOMATA	\$979.00	\$979.00	\$1,958.00
JOSEPHINE	OKAFOR	\$17,972.00	\$17,972.00	\$35,944.00
JOYCE	OKEOMA	\$7,820.00	\$7,820.00	\$15,640.00
CHIKAODILI	OKOLI	\$3,375.00	\$3,375.00	\$6,750.00
TINA	OMEH	\$3,456.00	\$3,456.00	\$6,912.00
BRIDE	ONUOHA	\$23,137.30	\$23,137.30	\$46,274.60
MICHAEL	ONYEKWERE	\$8,256.00	\$8,256.00	\$16,512.00
RENEKA	OWENS	\$1,947.00	\$1,947.00	\$3,894.00
ESTHER	OZUKWE	\$552.00	\$552.00	\$1,104.00
EDITH	PAYON	\$5,171.50	\$5,171.50	\$10,343.00
IMANI	PIERCE	\$27.00	\$27.00	\$ 54.00
MONICA	PORTER	\$1,579.79	\$1,579.79	\$3,159.58
SARA	PURDIE	\$120.00	\$120.00	\$ 240.00
SARA	RICHERT	\$632.50	\$632.50	\$1,265.00
SARAH	RICHERT	\$2,172.50	\$2,172.50	\$4,345.00
LATOYA	RICKS	\$1,971.75	\$1,971.75	\$3,943.50
LEQUITA	ROACH	\$17,618.00	\$17,618.00	\$35,236.00
MARIA	ROBERTS	\$329.00	\$329.00	\$ 658.00
CHRIS	ROBINSON	\$3,086.00	\$3,086.00	\$6,172.00

First Name	Last Name	Back Wages	Liquidated Damages	Total
PATRICIA	RODRIGUEZ	\$1,596.00	\$1,596.00	\$3,192.00
BRENDA	RUSSELL	\$552.25	\$552.25	\$1,104.50
JUDITH	SAMUEL	\$7,122.50	\$7,122.50	\$14,245.00
MARY	SANKOH	\$486.00	\$486.00	\$ 972.00
AMIE	SANKOTT	\$24,300.25	\$24,300.25	\$48,600.50
JOSEPHINE	SARPONG	\$11,309.00	\$11,309.00	\$22,618.00
JUSTIN	SECOR	\$9,462.75	\$9,462.75	\$18,925.50
FATIMA	SENSIE	\$416.00	\$416.00	\$ 832.00
FATMATA	SENSIE	\$1,127.50	\$1,127.50	\$2,255.00
JOY	SHAND	\$2,720.40	\$2,720.40	\$5,440.80
JOYCE	SHAND	\$625.00	\$625.00	\$1,250.00
SUE	SHAWKEY	\$656.25	\$656.25	\$1,312.50
JENNIFER	SHUMAKER	\$92.00	\$92.00	\$ 184.00
LOTTIE	SIMMONS	\$224.25	\$224.25	\$ 448.50
MICHELLE	SIMS	\$66.00	\$66.00	\$ 132.00
MITCHELLE	SIMS	\$165.00	\$165.00	\$ 330.00
ZAIYAH	SMALL	\$253.00	\$253.00	\$ 506.00
ALEXANDRIA	SMALLWOOD	\$2,775.00	\$2,775.00	\$5,550.00
CAROLINE	SMITH	\$6,973.72	\$6,973.72	\$13,947.44
CRYSTAL	SMITH	\$10,004.50	\$10,004.50	\$20,009.00
DANNY	SMITH	\$512.00	\$512.00	\$1,024.00
VIVIAN	STAPLES	\$225.50	\$225.50	\$ 451.00
SANDY	STEGNER	\$52.00	\$52.00	\$ 104.00
JASMINE	STEPHENS	\$1,397.00	\$1,397.00	\$2,794.00
DONISE	STEVENS	\$516.00	\$516.00	\$1,032.00
JENNIFER	STEVENS	\$1,987.50	\$1,987.50	\$3,975.00
LISA	STRONG	\$6.00	\$6.00	\$ 12.00
MISTI	STUDEBAKER	\$3.85	\$3.85	\$ 7.70
JEANNE	SU	\$162.50	\$162.50	\$ 325.00
ANN	TAYLOR	\$287.50	\$287.50	\$ 575.00
MARY	TABE	\$1,750.00	\$1,750.00	\$3,500.00
SHAHID	TALUKDAR	\$1,165.26	\$1,165.26	\$2,330.52
TERHAS	TEKLE	\$276.00	\$276.00	\$ 552.00
EMWEDAT	TESFA	\$986.25	\$986.25	\$1,972.50
KATHY	THOMAS	\$210.00	\$210.00	\$ 420.00
JUNIE	TISMEUS	\$23,969.66	\$23,969.66	\$47,939.32
JOREIDA	TORRES	\$225.50	\$225.50	\$ 451.00
ENO	UTUK	\$48,421.50	\$48,421.50	\$96,843.00

First Name	Last Name	Back Wages	Liquidated Damages	Total
JENNIFER	VANDERPUIJE	\$100.00	\$100.00	\$ 200.00
MOTCHIAN	WADJA	\$319.00	\$319.00	\$ 638.00
MELISSA	WARREN	\$4,186.00	\$4,186.00	\$8,372.00
VANESSA	WENJA	\$12,330.48	\$12,330.48	\$24,660.96
ALLEN	WHITEHEAD	\$9,598.95	\$9,598.95	\$19,197.90
HEATHER	WHITLOCK	\$7,555.50	\$7,555.50	\$15,111.00
CASEY	WICKLINE	\$12.50	\$12.50	\$ 25.00
AUGUSTA	WILLIAMS	\$50,208.00	\$50,208.00	\$100,416.00
BRIAN	WILLIAMS	\$15,700.00	\$15,700.00	\$31,400.00
JOSHUA	WILLIAMS	\$33,331.25	\$33,331.25	\$66,662.50
MEICKA	WILLIS	\$1,980.00	\$1,980.00	\$3,960.00
MARIANNE	WINTERS	\$9,767.16	\$9,767.16	\$19,534.32
JAMES	WITCHER	\$129.25	\$129.25	\$ 258.50
BERTHA LYNN	WRIGHT	\$920.00	\$920.00	\$1,840.00
CATALINA	ZAND	\$368.75	\$368.75	\$ 737.50
LAURIE	ZUPO	\$71.88	\$71.88	\$ 143.76
		\$834,782.49	\$834,782.49	\$1,669,564.98

SCHEDULE B

Date	Principal	Interest	Total
4/30/2023	500,000.00		500,000.00
6/1/2023	32016.57	974.64	32991.21
7/1/2023	32043.25	947.96	32991.21
8/1/2023	32069.96	921.25	32991.21
9/1/2023	32096.68	894.53	32991.21
10/1/2023	32123.43	867.78	32991.21
11/1/2023	32150.2	841.01	32991.21
12/1/2023	32176.99	814.22	32991.21
1/1/2024	32203.8	787.41	32991.21
2/1/2024	32230.64	760.57	32991.21
3/1/2024	32257.5	733.71	32991.21
4/1/2024	32284.38	706.83	32991.21
5/1/2024	32311.28	679.93	32991.21
6/1/2024	32338.21	653	32991.21
7/1/2024	32365.16	626.05	32991.21
8/1/2024	32392.13	599.08	32991.21
9/1/2024	32419.12	572.09	32991.21
10/1/2024	32446.14	545.07	32991.21
11/1/2024	32473.18	518.03	32991.21
12/1/2024	32500.24	490.97	32991.21
1/1/2025	32527.32	463.89	32991.21
2/1/2025	32554.43	436.78	32991.21
3/1/2025	32581.56	409.65	32991.21
4/1/2025	32608.71	382.5	32991.21
5/1/2025	32635.88	355.33	32991.21
6/1/2025	32663.08	328.13	32991.21
7/1/2025	32690.3	300.91	32991.21
8/1/2025	32717.54	273.67	32991.21
9/1/2025	32744.8	246.41	32991.21

10/1/2025	32772.09	219.12	32991.21
11/1/2025	32799.4	191.81	32991.21
12/1/2025	32826.73	164.48	32991.21
1/1/2026	32854.09	137.12	32991.21
2/1/2026	32881.47	109.74	32991.21
3/1/2026	32908.87	82.34	32991.21
4/1/2026	32936.29	54.92	32991.21
5/1/2026	32963.56	27.47	32991.03
	1,669,564.98	18118.40	1,687,683.38